

ORDER FOR SUPPLIES OR SERVICES								PAGE OF PAGES	
								1	11
IMPORTANT: Mark all packages and papers with contract and/or order numbers.									
1. DATE OF ORDER 10/27/2022		2. CONTRACT NO. (If any) GS-35F-0583W			6. SHIP TO:				
					a. NAME OF CONSIGNEE				
3. ORDER NO. 68HERD23F0010			4. REQUISITION/REFERENCE NO. PR-OAR-22-01403		OAR/OAQPS/OID				
5. ISSUING OFFICE (Address correspondence to) ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709					b. STREET ADDRESS US Environmental Protection Agency Mail Code: C301-01 109 TW Alexander Drive				
					c. CITY Durham		d. STATE NC	e. ZIP CODE 27711	
7. TO: Lauren Wittstadt					f. SHIP VIA				
a. NAME OF CONTRACTOR Educe Group, Inc., The					8. TYPE OF ORDER				
b. COMPANY NAME					<input type="checkbox"/> a. PURCHASE			<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 7201 WISCONSIN AVE STE 630					REFERENCE YOUR: Quotation Dated 7/13/22			Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
					Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any including delivery as indicated.				
d. CITY BETHESDA			e. STATE MD	f. ZIP CODE 208144895					
9. ACCOUNTING AND APPROPRIATION DATA See Schedule					10. REQUISITION NG OFFICE OAR/OAQPS/CORE				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB								12. F.O.B. POINT	
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS		
a. INSPECTION Destination		b. ACCEPTANCE Destination						Net 30	
17. SCHEDULE (See reverse for Rejections)									
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)	
	UEI VJJKDSCCE9L6 Air Pollution Training Institute Learning Management System (LMS) TOCOR Jonathan Bradsher Invoice Approver Jonathan Bradsher Alt Invoice App: Justin Continued								
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$139,032.80		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:								
	a. NAME RTP Finance Center								17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts						\$139,032.80		
c. CITY Durham				d. STATE NC	e. ZIP CODE 27711				
22. UNITED STATES OF AMERICA BY (Signature) 					10/27/2022		23. NAME (Typed) Hugo O. Alcantara TITLE: CONTRACTING/ORDER NG OFFICER		

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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DATE OF ORDER 10/27/2022	CONTRACT NO. GS-35F-0583W	ORDER NO. 68HERD23F0010
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Hall Admin Office: ITAD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: AA005 Research Triangle Park NC 27709 Base Period - Air Pollution Training Institute Learning Management System (LMS) (See Price Schedule for Details) Award Type: Firm-fixed-price Product/Service Code: DA10 Accounting Info: 22-23-B-53J4-000A59-2505-2253JP2014-00 1 BFY: 22 EFY: 23 Fund: B Budget Org: 53J4 Program (PRC): 000A59 Budget (BOC): 2505 DCN - Line ID: 2253JP2014-001 Funding Flag: Complete Funded: \$139,032.80 Period of Performance: 11/01/2022 to 10/31/2023				139,032.80	
1001	Option Period 1 - Air Pollution Training Institute Learning Management System (LMS) (See Price Schedule for Details) \$143,189.36 (Option Value is Exercised) Award Type: Firm-fixed-price (Option Line Item) Product/Service Code: DA10 Period of Performance: 11/01/2023 to 10/31/2024				Option	
2001	Option Period 2 - Air Pollution Training Institute Learning Management System (LMS) (See Price Schedule for Details) \$147,262.90 (Option Value is Exercised) Award Type: Firm-fixed-price (Option Line Item) Product/Service Code: DA10 Period of Performance: 11/01/2024 to 10/31/2025				Option	
3001	Option Period 3 - Air Pollution Training Continued ...				Option	

TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))

\$139,032.80

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
10/27/2022	GS-35F-0583W	68HERD23F0010

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
4001	Institute Learning Management System (LMS) (See Price Schedule for Details) \$151,519.75 (Option Value is Exercised) Award Type: Firm-fixed-price (Option Line Item) Product/Service Code: DA10 Period of Performance: 11/01/2025 to 10/31/2026 Option Period 4 - Air Pollution Training Institute Learning Management System (LMS) (See Price Schedule for Details) \$155,968.16 (Option Value is Exercised) Award Type: Firm-fixed-price (Option Line Item) Product/Service Code: DA10 Period of Performance: 11/01/2026 to 10/31/2027				Option	

TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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SECTION 1 - CONTINUATION OF OFFICIAL FORM 347

BLOCK 17 SCHEDULE

PRICE SCHEDULE

Base Period					
Item	Description	Qty	Unit	Unit Price	Extended
0001a	Annual LMS SaaS Hosting Fee	1	EA	(b) (4)	(b) (4)
0001b	Virtual Training Integration Option	1	EA	(b) (4)	(b) (4)
0001c	LMS Training Coordinator Support	1	EA	(b) (4)	(b) (4)
Total Base Period					\$139,032.80
Option Period 1					
Item	Description	Qty	Unit	Unit Price	Extended
1001a	Annual LMS SaaS Hosting Fee	1	EA	(b) (4)	(b) (4)
1001b	Virtual Training Integration Option	1	EA	(b) (4)	(b) (4)
1001c	LMS Training Coordinator Support	1	EA	(b) (4)	(b) (4)
Total Option Period 1					\$143,189.36
Option Period 2					
Item	Description	Qty	Unit	Unit Price	Extended
2001a	Annual LMS SaaS Hosting Fee	1	EA	(b) (4)	(b) (4)
2001b	Virtual Training Integration Option	1	EA	(b) (4)	(b) (4)
2001c	LMS Training Coordinator Support	1	EA	(b) (4)	(b) (4)
Total Option Period 2					\$147,262.90
Option Period 3					
Item	Description	Qty	Unit	Unit Price	Extended
3001a	Annual LMS SaaS Hosting Fee	1	EA	(b) (4)	(b) (4)
3001b	Virtual Training Integration Option	1	EA	(b) (4)	(b) (4)
3001c	LMS Training Coordinator Support	1	EA	(b) (4)	(b) (4)
Total Option Period 3					\$151,519.75

Option Period 4					
Item	Description	Qty	Unit	Unit Price	Extended
4001a	Annual LMS SaaS Hosting Fee	1	EA	(b) (4)	(b) (4)
4001b	Virtual Training Integration Option	1	EA	(b) (4)	(b) (4)
4001c	LMS Training Coordinator Support	1	EA	(b) (4)	(b) (4)
Total Option Period 4					\$155,968.16
Total Amount Inclusive of Option Periods					\$736,972.97

N.C. SALES TAX EXEMPT

North Carolina General Statute 105-164.13(17) and Rule No. 48 Sales and Use Tax Regulations. EPA Federal Tax Identification Number 520852695.

Contracting Officer's Representative

Jonathan Bradsher is hereby designated as the Contracting Officer's Representatives (COR) for this requirement. As such, the project officer shall:

1. Provide all information of a general nature necessary in the performance of this order.
2. Be responsible for inspection and acceptance of supplies or services for the certification of invoices.

The COR does not have the authority to issue any technical direction which changes or modifies the scope of work or alter the period of performance.

Contracting Officer's Representatives Contact Information:

Name: Jonathan Bradsher
Phone: 919-541-0936
Email: bradsher.jonathan@epa.gov

Alternate Contracting Officer's Representative Contact Information:

Name: Justin Hall
Phone: 856-313-8496
Email: hall.justin@epa.gov

SECTION 2 - CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/browse/index/far>

CLAUSES INCORPORATED BY REFERENCE

Clause Database	Clause Number	Clause Title
FAR	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (NOV 2021)
FAR	52.219-6	Notice of Total Small Business Set-Aside. (NOV 2020)
Local Clauses	1552.232-75	COMMERCIAL SUPPLIER AGREEMENTS - UNENFORCEABLE CLAUSES
Local Clauses	1552.332-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (FAR DEVIATION)
Local Clauses	1552.312-4	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FAR DEVIATION)

CLAUSES INCORPORATED BY FULL TEXT

2-1 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)

(a) *Definitions.* As used in this clause-

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system,

unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

2-2 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years..

(End of clause)

2-3 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements (accessibility)*. Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://www2.epa.gov/irmpoli8/current-information-directives>.

(End of clause)

2-4 Local Clauses 1552.232-70(DEV) ADDITIONAL INSTRUCTIONS FOR SUBMISSION OF ELECTRONIC INVOICES VIA THE INVOICE PROCESSING PLATFORM (IPP)(DEVIATION)

(a) Definitions. As used below:

Contract financing payment and invoice payment are defined in Federal Acquisition Regulation (FAR) 32.001.

Electronic form means an automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Invoice Processing Platform or another electronic form authorized by the Contracting Officer.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b)(1) The Contractor shall submit invoices using the electronic form invoicing program Invoice Processing Platform (IPP), which is a secure web-based service provided by the U.S. Treasury that more efficiently manages government invoicing.

(2) The Contractor's Government Business Point of Contact (as listed in System for Award Management (SAM)) will receive registration/enrollment instructions via email from the IPP. Registration is free and the Contractor must register within 3 to 5 days of receipt of such email from IPP.

(3) Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@fiscal.treasury.gov or by telephone at (866) 973-3131.

(c) If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor shall submit a waiver request in writing to the Contracting Officer. The Contractor may submit an invoice using other than IPP only when:

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic form submission would be unduly burdensome to the Contractor; and in such cases, the Contracting Officer shall modify the contract to include a copy of the Determination; or

(2) When the Governmentwide commercial purchase card is used as the method of payment.

(d) The Contractor shall submit any non-electronic form payment requests using the method or methods specified in the contract.

(e) Invoices submitted through IPP will be either rejected, or accepted and paid, in their entirety, and will not be paid on a partial basis.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(g) If there are any additional invoice instructions then please insert them below:

(End of clause)